

When recorded, return to:

LaSalle National Trust N.A.

25 Northwest Point, 8th fl.

Elk Grove Village, IL 60007

Assignment of Mortgage

Inst # 1996-18432

Date: February 9, 1996

06/06/1996-18432
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD reserved for recording data) 11.00

FOR VALUABLE CONSIDERATION, Home Federal Savings Bank, a Corporation under the laws of the United States of America, Assignor (whether one or more), hereby sells, assigns and transfers to Crescent Bank and Trust Company, Assignee (whether one or more), the Assignor's interest in the Mortgage dated November 11, 1994, executed by Richard S. Davis, Jr. and Cheryl I. Davis, Husband and Wife

as Mortgagor, to First Southeast Mortgage, LTD., an Alabama limited partnership, as Mortgagee, and filed for record November 28, 1994, as Document Number 1994-34995 (or in Book _____ of Mortgages Page _____), in the Office of the (County Recorder) (Registrar of Titles) of Shelby County, Alabama, together with all right and interest in the note and obligations therein specified and the debt thereby secured.

ASSIGNOR
HOME FEDERAL SAVINGS BANK

By

Roxanne M. Hellickson
Roxanne M. Hellickson
Its Vice President

By

Susan G. Thompson
Susan G. Thompson
Its Assistant Secretary

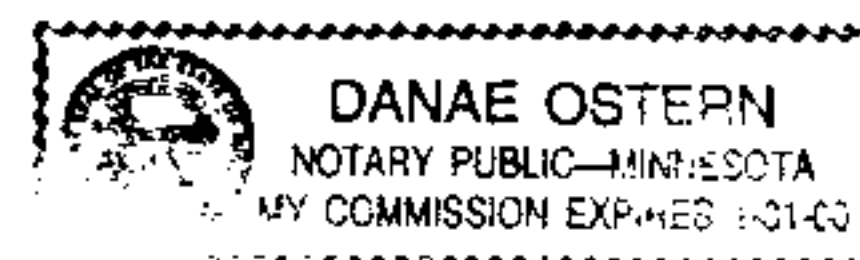
STATE OF MINNESOTA } ss.
COUNTY OF Fillmore }

The foregoing instrument was acknowledged before me this 9th day of February, 1996, by Roxanne M. Hellickson and Susan G. Thompson, the Vice President and Assistant Secretary of Home Federal Savings Bank, a Corporation under the laws of the United States of America, on behalf of the Corporation.

THIS INSTRUMENT WAS DRAFTED BY

HOME FEDERAL SAVINGS BANK
101 NORTH BROADWAY
P.O. BOX 231
SPRING VALLEY, MN 55975

Signature of person taking acknowledgement



Notarial Stamp or Seal (or other title or rank)

File # 3190

AFTER RECORDING MAIL TO:

Crescent Bank and Trust Company
115 Perimeter Center Place, Suite 285
Atlanta, Georgia 30346

Inst # 1994-34995

11/28/1994-34995
10:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MCD 178.50

LOAN NO. 247985-5

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 11, 1994. The mortgagor is RICHARD S. DAVIS, JR.; and CHERYL I. DAVIS, husband and wife

This Security Instrument is given to FIRST SOUTHEAST MORTGAGE, LTD., an Alabama limited partnership ("Borrower"). which is organized and existing under the laws of Alabama, and whose address is

2700 HIGHWAY 280 EAST STE 280E, BIRMINGHAM, AL 35223 ("Lender").

Borrower owes Lender the principal sum of One Hundred Thousand Dollars and no/100 Dollars (U.S. \$ 100,000.00). This debt is

evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in SHELBY County, Alabama:

Lot 79, according to the Final Plat of Chadwick, Sector 3, as recorded in Map Book 18, page 98, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The proceeds of this loan have been applied to the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

Inst # 1996-18432

06/06/1996-18432
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

which has the address of

157 CHADWICK DRIVE
[Street]

HELENA
[City]

Alabama 35080
[Zip Code]

("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.